

AG Contract No. KR95 0866TRN
ADOT ECS File No. JPA 95-69
Project: Sale of Fuel
Section: DOT SR-88 Fuel Facility

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
MARICOPA COUNTY, ARIZONA

THIS AGREEMENT is entered into 15 AUGUST, 1995,
pursuant to the provisions of Arizona Revised Statutes Section
11-952 et seq, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION, (the "State"), and
MARICOPA COUNTY, ARIZONA, acting by and through its BOARD OF
SUPERVISORS (the "County").

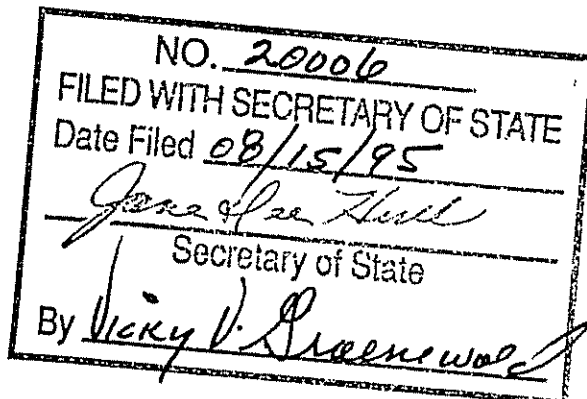
I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The County is empowered by Arizona Revised Statutes
Section 11-952 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the County.

3. The County has a requirement for fuel for sheriff's
office patrol vehicles in the vicinity of Apache Lake, and does
not have a convenient fueling facility. The State has fueling
facilities at Fish Creek on SR-88 and has agreed to provide
fuel for the County vehicles.

THEREFORE, in consideration of the mutual covenants expressed
herein, it is agreed as follows:



II. SCOPE

1. The DOT will:

a. On an "self service" basis provide fuel to County sheriff vehicles at the ADOT Fish Creek fuel facility located on SR-88 at MP 225.7.

b. No more often than monthly, invoice the County with an itemized statement for fuel dispensed at the prevailing dispenser price plus five cents per gallon.

2. The County will:

a. Provide the DOT a list of authorized motor vehicles (by VIN) and operators, who shall observe all State rules, regulations and safety procedures while entering, refueling and leaving State fueling facilities.

b. Insure operators complete an ADOT "Fuel Withdrawal Card" (ADOT Form 23-9315) each time fuel is purchased.

c. Reimburse the DOT for the previous months invoice for fuel within 30 days after receipt. Be responsible for all costs associated with accidents or damages caused by County vehicles to State property.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this agreement shall remain in full force and effect for period of five (5) years from the effective date, unless terminated earlier by mutual consent of the parties hereto or unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Equipment Services Administrator
2225 South 22nd Avenue
Phoenix, AZ 85009

Maricopa County
Administrative Officer
301 West Jefferson Street
Phoenix, AZ 85003

7. Attached hereto and made a part hereof is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

MARICOPA COUNTY, ARIZONA

STATE OF ARIZONA
Department of Transportation

By Ed King VICE CHAIRMAN By Joe O'Neill
TOM RAWLES, Chairman JOSEPH H. O'NEILL, Administrator
Board of Supervisors Equipment Services

ATTEST

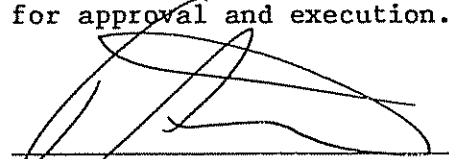
By Fran McCarroll JUL 19 1995
FRAN MCCARROLL
Clerk of the Board

JPA 95-69

RESOLUTION

BE IT RESOLVED on this 27th day of April 1995, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with Maricopa County for the purpose of defining responsibilities for the sale of fuel for County sheriff vehicles at DOT's Fish Creek (SR-88) fuel facility.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Equipment Services Manager for approval and execution.



for LARRY S. BONINE
Director

MARICOPA COUNTY BOARD OF SUPERVISORS

AGENDA FORMContract/Lease for ☒ NEW ☐ RENEWAL ☐ AMENDMENT ☐ CANCELLATION
(for existing record Encumbrance No. below)LOW ORG. NO. 5320 DEPARTMENT: Sheriff CONTROL NUMBER: 95-30ENCUMBRANCE NO. CS951231 AGENCY: _____ CONTROL NUMBER: _____**1. BRIEF DESCRIPTION OF PROPOSAL AND REQUESTED BOARD ACTION:**

The Maricopa County Sheriff's Office requests the Board of Supervisors approve an Intergovernmental Agreement with the State of Arizona, Department of Transportation, the term of which will be five years effective upon filing with the Secretary of State, allowing the resident deputy at Apache Lake to obtain fuel from the ADOT facility at Fish Creek, on SR-88. The deputy currently must drive 90 miles, round trip, into the City of Mesa, to fuel his patrol vehicle. By fueling in his area of responsibility, the resident deputy will increase his ability to respond, lower overtime, travel time, and operating expenses.

Please return an executed copy to
the Clerk of the Board of Supervisors.

2. Compliance with
Maricopa County Procurement Code MC110 [Signature]
article paragraph Procurement Officer

3. CONTINUED FROM MEETING OF **4. ☐ THIS DEPARTMENT WILL CAUSE PUBLICATION**
DISCUSSED IN MEETING OF **☐ CLERK OF THE BOARD TO CAUSE PUBLICATION**

5. MOTION: It is moved that the Maricopa County Board of Supervisors ...

approve an Intergovernmental Agreement with ADOT allowing the purchase of fuel at Fish Creek, near Apache Lake. The term of this agreement shall be five years, effective upon filing with the Secretary of State.

6. FINANCIAL: ☒ Expenditure ☐ Revenue ☒ Budgeted ☐ Contingency ☐ Budget Amendment ☐ Transfer ☐ Grant or other

\$ 2,500 per year 100 [Signature] 6/26/95
Total Fund Financial Officer Date

7. PERSONNEL:_____
Personnel Director Date**9. MATERIALS MANAGEMENT:**A. _____
Materials Management Director DateB. _____
W MSE Representative Date**11. OTHER:**_____
Signature Date**13. OTHER:**_____
Signature Date**14. BOARD OF SUPERVISORS: Action taken:**☒ Approved ☐ Amended ☐ Disapproved ☐ DeletedContinued to: _____
(Date and type of meeting) 7/19/95_____
Date**8. DEPARTMENT: Sheriff's Office**[Signature] 6/14/95
Chief Deputy Jadel Roe Date

Action Recommended by

10. LEGAL: Approved as to form and within the powers and authority granted under the laws of the state of Arizona to the Maricopa County Board of Supervisors[Signature] 6/19/95
Deputy County Attorney Date**12. APPROVED FOR AGENDA:**_____
Approving Official Date**15. RECOMMENDATION OF COUNTY MANAGER:**☒ Approve ☐ Disapprove

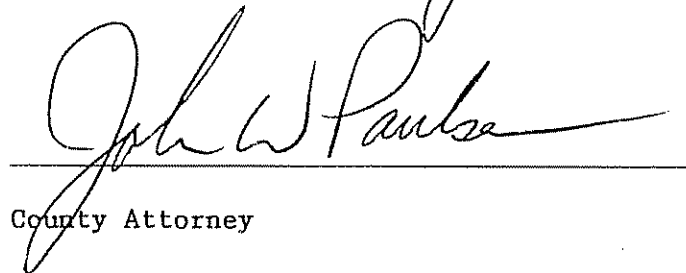
Comments:

[Signature] 7/10/95
County Manager Date

APPROVAL OF THE MARICOPA COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and MARICOPA COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 19th day of June, 1995.



County Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR95-0866--TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 8th day of August, 1995.

GRANT WOODS
Attorney General

A handwritten signature in dark ink, appearing to read "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
8918G/45